

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s):	U. HANNSMANN et al.	Examiner	Ann J. Chempakaseril
Serial No.	10/539,644	Group Art Unit	2166
Filed	June 15, 2005	Docket No.	DE920020028US1
TITLE	A METHOD FOR PROVIDING OF CONTENT DATA TO A CLIENT		

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/David Victor/

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**REPLY BRIEF**

Applicants submit this Reply Brief in response to the Examiner Answer dated January 19, 2011 (“EA”).

Applicants note that pages 1-10 of the Examiner Answer repeat the rejections in the Final Office Action (“FOA”) which is the subject of this appeal.

1. Claims 1, 47, and 55

a. Response to Argument (a)

In section (a) of the Response to Arguments, the Examiner again cites para. 54 of Kazuo as teaching the claim requirements of claims 1, 47, and 55. (EA, pg. 12) In the Appeal Brief, Applicants explained that although the cited para. 54 discusses charging a user based on content utilization, there is no teaching of the claim requirement of permitting access to the content data in response to determining that the available content usage in the license status indicates that the license has expired and then tracking post-expiration content usage. Instead, the cited para. 54 discusses how a user’s utilization is tracked and charged. (Appeal Br., pgs. 17-18).

In the Response to Arguments, when citing para. 54, the Examiner highlights the statements that an access ticket is digital information for making content available and that information about utilization conditions, such as utilization charge, a payment method, the expiration date, is given to an access ticket in addition to information for access control. A user’s use of contents will record the history on the token according to the use. The Examiner

further highlighted the statement that a user is suitable timing and sends a utilization history to the center, the center is charged based on a collected utilization history.

These cited sections of para. 54 discuss how history information on utilization is recorded and that that utilization is sent to the center to use to charge the user. However, as noted, this discussion of recording utilization does not teach or suggest the claim requirements of permitting access to the content data in response to determining that the license has expired and then tracking post-expiration content usage. Instead, the cited usage that is tracked in the cited para. 54 is not post-expiration content usage as claimed, but comprises usage that is tracked to determine the charge. The Examiner has not shown where the cited para. 54 teaches that usage is tracked after permitting access after the license has expired.

The Examiner states that Kazuo shows that there are no limits to using the content. (EA, pg. 13, 14). If this is the case, then this would teach away from the claim requirement of tracking content usage in response to determining that the available content usage indicates that the license has expired, because if there is no limit to content usage, then there should be no need to track usage after available content usage indicates that the license has expired.

The Examiner notes that para. 54 mentions an expiration date. (EA, pg. 13) Para. 61 of Kazuo mentions that the expiration date is “a term which can use an access ticket.”. Thus, the cited expiration date of Kazuo is a term of using the access ticket. However, the Examiner has not shown where Kazuo teaches that in response to determining that the access ticket has expired, tracking content usage and permitting access to the content data after the ticket has expired. Further, the Examiner has not shown where expiration of the access ticket constitutes expiration of the license.

The Examiner further finds that “Kazuo shows that all utilization is tracked, and the user can submit the collected utilization at a time suitable for the user”. (EA, pg. 13). Although Kazuo discusses tracking utilization, this does not teach the claim requirement of tracking content usage in response to determining that available content usage indicates that the license has expired to permit post expiration access to the content data.

b. Response to Arguments (b)

In Section (b) of the Response to Arguments, the Examiner references the disclosure at pg. 12, lines 1-9 of the Specification disclosing that when the license has been used up, renewal

of the license is requested. The Examiner says that this disclosure is contrary to Applicants' argument that the claim requirement of keeping track of content usage when the license has expired. (EA, pgs. 14-15).

Applicants cited pg. 12, lines 1-9 as at least one section of the Specification disclosing the claim requirement of decrementing the available client content usage by an amount of actual content usage. However, Applicants also noted, on pg. 10 of the Appeal Brief, that pg. 10, lines 14-25 of the Specification discloses tracking content usage after determining that the license has expired:

The digital rights management method indicated in the XML file may allow that a user **continues to use the content data even after the original license has been exhausted provided that the amount of usage of the content data after expiration of the original license is tracked** and stored by the common license client 311 in local license database 308 for later payment. If such a digital rights management method is specified for the requested content data in local license database 308 application program 312 still renders the content data and stores the amount of usage of the content data in the local license database 308. [emphasis added]

There is no inconsistency as the Examiner contends. The fact that pg. 12 of the Specification discloses that renewal of the license may be requested, as part of one embodiment, is not contrary to the disclosed and claimed embodiment that content usage is tracked after the license has expired. The Specification's disclosure of details and embodiments in addition to what is claimed does not contradict the particular claimed embodiments as the Examiner contends.

c. Response to Arguments (c)

In section (c) of the Response to Arguments, the Examiner argues that Applicants' argument that "Kazuo does not teach providing payment for an amount of usage after the 'available content usage' indicates that the license has expired" is not recited in the claims. (EA, pg. 15) Applicants dispute this finding because the last limitation of the claim recites "providing payment for the amount of usage of the content data after the license status is expired". Applicants submit that the statement that "after the available content usage indicates that the license has expired" is an accurate characterization of the claim language "after the

license status is expired” because the license status is expired after the available content usage indicates that the license has expired.

d. Response to Arguments (d)

In section (d) of the Response to Arguments, the Examiner again refutes Applicants arguments by arguing that a description of the claim language is not recited in the claims. The Examiner states that

the features appellant relies on (permitting, tracking and charging for content usage that occurs after determining that the available content usage in the license is decremented to a point to indicate that license has expired.) are not recited in the claims.

(EA, pg. 16)

Applicants traverse this finding and note the last three limitations can be characterized as reciting permitting access, tracking content usage, and charging for content usage, or in the parlance of the claim language, “providing payment for the amount of usage”. Applicants are merely using synonymous terminology to characterize the claim requirements for ease of explanation without continually reciting all the verbiage of the claim limitations. Thus, when Applicants are referring to permitting access, tracking, and charging for payment, Applicant is clearly referencing requirements of the last four limitations, respectively.

The Examiner then contends that Kazuo discloses that there are no limits to using the contents despite having an expiration date. (EA, pg. 16) Applicants traverse this finding. As discussed above, the cited “expiration date” of Kazuo is a term of using the access ticket. However, the Examiner has not shown where Kazuo teaches that in response to determining that the access ticket has expired, tracking content usage, permitting access to, and providing payment for the content data after the ticket has expired.

e. Response to Arguments (e)

In Section (e) of the Response to Arguments, the Examiner again contends that the disclosure in the Specification of the embodiment of requesting renewal of the used up license is contrary to Applicants argument of keeping track of an amount of available client usage when the license has expired. (EA, pgs. 16-17).

Applicants traverse this finding for the reasons discussed with respect to section (b) of the Response to Arguments where Applicants explained that the fact that pg. 12 of the Specification also mentions that renewal of the license may be requested, as part of one embodiment, is not contrary to the disclosed and claimed embodiment that content usage is tracked after the license has expired. The fact that pg. 12 discusses embodiments in addition to what is claimed does not contradict the particular claimed embodiments as the Examiner contends.

f. Response to Arguments (f)

In section (f) of the Response to Arguments, the Examiner states that Kazuo shows that there are no limits to using the contents despite an expiration date and that tracked utilization can be submitted at a time suitable for the user and the center is charged based on collected utilization. (EA, pg. 17).

Applicants submit that although Kazuo mentions that a user is charged for utilization and that there is an expiration date for the access ticket, there is no teaching of the claim requirements of permitting access to the content in response to determining that the available content usage in the license status indicates the license has expired, so that content usage is tracked and charged for (i.e., the providing payment limitation) after the license status is expired.

2. Claims 17, 50, and 58

In section (g) of the Response to Arguments, the Examiner repeated the citation to col. 62 (EA, pg. 18), which Applicants traversed on pg. 19 of the Appeal Brief.

In section (h) of the Response to Arguments, the Examiner additionally cited col. 4, lines 23-31 of Aburri as teaching the claim requirement of the client sending to the server a request to renew the license if the license status indicates that the license has expired. (EA, pg. 19). Applicants traverse the relevance of newly cited col. 4.

The cited col. 4 of Aburri mentions that each replacement license has a second short term expiration date instead of the original license expiration date so that long term continued access to content requires periodic contact with the license synchronization server to update the expiration date. The second short term expiration (expiry) date governs how long the computing device will stay on a list of active devices.

This cited discussion of synchronizing with the license server to update the expiration date for long term continued access does not teach the claim requirement that the client sends the server a request to renew the license and make payment for the renewal in response to determining that the “available content usage” indicates that the license has expired. In fact, Aburri appears to teach away from the claim requirement of renewing the license in response to determining the license has expired. For instance, col. 4, lines 31-36 of Aburri mentions that if a computing device does not connect with a synchronization server between the date the computing device received the copy/replacement license and the time the license expires, the device will be removed from the list of active devices. This discussion of contacting the synchronization date sometime before the license has expired does not teach the claim requirement of sending the renewal request and make payment in response to determining that the license has expired.

3. Claims 63, 65, and 67

In the Response to Arguments, the Examiner found

that the features that appellant relies on (permitting continued access to content after the license is indicated as expired when the user cannot connect to the server, which would allow the server to renew the license) are not recited in the claims. There is no mention of renewing the license recited in the claims.

(EA, pg. 20)

Applicants traverse the finding because the characterization that the claim requires “permitting continued access to content after the license is indicated as expired when the user cannot access the server” accurately describes the claim requirement that “access to the content data in response to determining that the available content usage in the license status indicates that the license has expired is permitted in response to the client not being able to connect to the server”.

The Examiner further notes that “[t]here is no mention of renewing the license recited in the claims”. (EA, pg. 20) However, in the Appeal Brief, Applicants did not argue that the claims require “renewing the license”. Instead, Applicants argued that Kazuo does not teach permitting continued access when the license is expired when the user cannot connect to the server and then noted that the result of such connecting would allow the server to renew the license. Thus,

Applicants were not arguing these claims required that connecting would allow the server to renew the license, but instead were noting a reason for the claimed system to connect, to allow renewal of the license. See, Specification, pg. 10, lines 25-31.

In the Response to Arguments, the Examiner finds that in Kazuo there are no limits to using the contents despite an expiration date. However, as noted above, the expiration date of Kazuo is the expiration or term of the access ticket. Further, the Examiner has not shown where Kazuo teaches permitting continued access if the license is indicated as expired when the user cannot connect to the server. Applicants submit that tracking utilization and submitting tracked utilization to pay does not teach permitting continued access after the license has expired when connection cannot be made to the server. For instance, the Examiner has not shown where Kazuo teaches that access to the content is permitted after the access ticket has expired when the user cannot connect to the server.

4. Claims 64, 66, and 68

In the Response to Arguments, the Examiner highlighted statements of para. 54 that an access ticket is digital information for making contents available and that information about utilization conditions, such as utilization charge, a payment method, the expiration date, is given to an access ticket in addition to information for access control. A user's use of contents will record the history on the token according to the use. The Examiner further highlighted the statement that a user is suitable timing and sends a utilization history to the center, the center charged based on a collected utilization history.

The Examiner found that these highlighted sections teach the claim requirement of determining whether the file permits the user to continue to use the content data after the license has expired, wherein the operations of permitting access to the content data in response to determining that the license has expired and tracking content usage is performed in response to determining that the file permits the user to continue to use the content data after the license has expired. (EA, pgs. 20-21)

The cited and highlighted para. 54 discuss how usage is recorded and provided to the payment to determine charges based on the collected history. This does not teach determining whether the license file permits continued usage after the license has expired. The examiner has not shown where Kazuo mentions processing a license file to determine whether usage is

permitted after the license expires. Instead, the cited para. 54 discusses tracking utilization history to submit to a center that will then calculate a fee based on such usage. Further, the cited “expiration date” concerns the expiration of the access ticket. This discussion of an expiration date for an access ticket does not teach determining whether the file permits the user to continue to use the content data after the license expires.

Accordingly, Applicants request the Board to overturn the rejection of the claims for the reasons discussed in the Appeal Brief and this Reply Brief with respect to the supplemental findings in the Examiner Answer.

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